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11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF SAN BERNARDINO**

14 ALLA ZORIKOVA,

15 Plaintiff,

16 vs.

17 TINA LAMEY, *et al.*,

18 Defendants.

) CASE NO. CIVDS 2017383

) **MEMORANDUM OF POINTS AND**  
) **AUTHORITIES IN SUPPORT OF**  
) **RENEWED EX PARTE APPLICATION**  
) **FOR TEMPORARY RESTRAINING**  
) **ORDER AND ORDER TO SHOW**  
) **CAUSE**

) Date: October 14, 2020

) Time: 9:00 a.m.

) Dept.: S22

) Judge: Hon. Bryan F. Foster

20 TINA LAMEY,

21 Cross-Complainant,

22 vs.

23 ALLA ZORIKOVA, an individual; OLIVIA  
24 JEONG, an individual; DMITREEVA ZINAIDA;  
25 an individual; URID SEMENIKIN, an individual;  
26 VON MARKGRAF GERMAN SHEPHERDS, a  
California corporation; and DOES 1-25,

27 Cross-Defendants.  
28

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1 **I. INTRODUCTION**

2 On October 9, 2020, an ex parte hearing was held in Department S22 of the above-captioned  
3 Court, before Hon. Bryan Foster. Plaintiff Alla Zorikova appeared via CourtCall on her own behalf, and  
4 attorneys Bryan Pease and Casey Gish appeared via CourtCall on behalf of Defendant Tina Lamey. The  
5 Court denied Ms. Lamey’s ex parte application *without* prejudice so that Ms. Lamey could file a cross-  
6 complaint on which the temporary restraining order could be based, rather than basing it on the  
7 declaratory and injunctive relief that had already been sought by Plaintiff. (Declaration of Bryan Pease,  
8 Esq. (“Pease Decl.”), ¶ 2.)

9 Later in the day on October 9, 2020, counsel for Cross-Complainant received a Public Records  
10 Act response from the County of San Bernardino (“PRA Response”), describing the cruel, unsanitary,  
11 and unlawful conditions on the vacant land on which Cross-Defendant Zorikova is breeding and training  
12 German Shepherds to be “bite dogs.” (Pease Decl., ¶ 3, Ex. 1.)

13 In addition to the cross-complaint being filed and served herewith constituting new or different  
14 circumstances pursuant to CCP § 1008, the PRA Response constitutes new or different facts as well that  
15 could not have been considered at the October 9, 2020 hearing because it had not been received yet. The  
16 PRA Response shows definitively that Ms. Zorikova is operating an unlicensed and unpermitted kennel  
17 without adequate shelter for the dogs. (Pease Decl., ¶ 4, Ex. 1.)

18 On October 10, 2020 at 7:38 a.m., counsel sent an email to Zorikova informing her that the  
19 present ex parte application would be brought on October 14, 2020 at 9:00 a.m. in Department S22 via  
20 CourtCall, and asking Zorikova if she would oppose the relief requested. Zorikova responded the same  
21 day at 1:24 p.m., “Of course I am going to oppose all your baseless pleadings. I request you send me all  
22 documents that you file with the court. Take notice that I will file Motion for Sanctions.” (Pease Decl.,  
23 ¶ 5, Ex. 2.)

24 At 2:00 p.m. the same day, Zorikova sent counsel another email stating, “Lawsuit against you  
25 has been filed today for defamation, privacy invasion and Tortorious [sic] Intervention of Business  
26 Relations. You will get copy in about 2hr.” (Pease Decl., ¶ 6, Ex. 3.) At 2:13 p.m. the same day,  
27 Zorikova sent counsel another email stating, “Read what you are saying: ‘having Court order to do so’,  
28 there is NO Court order on this issue. There is Denial of your the same application by Court. I will

1 inform authorities about your possible mental problems and need for evaluation because you are danger  
2 to others.” (Pease Decl., ¶ 7, Ex. 4.)

3 At 8:50 p.m. the same day, Zorikova sent an email to both attorneys for Cross-Complainant  
4 stating, “Dearest friend of Pease, C Gish, this is courteous copy of lawsuit you will most likely answer  
5 on behalf of your conspirator Pease, as you did a lot of legal filings before for him in related matter.  
6 Gish, be advised that you need to explain all and coach more Pease before he goes on hearing, otherwise  
7 neither judge nor Plaintiff understand what does he want from Court based on his senseless evasive  
8 messed up statements.” (Pease Decl., ¶ 8, Ex. 5.)

9 Zorikova is represented by counsel she has retained, Attorney John Levine of Beverly Hills.  
10 (Pease Decl., ¶ 9.) Yet, apparently in order to avoid having to sign his name to a frivolous pleading and  
11 be liable himself for malicious prosecution, Attorney Levine is coaching his client on representing  
12 herself in the present action, which she also obtained a fraudulent fee waiver for in order to evade court  
13 costs. As a party who can afford to hire a private attorney, and who is not acting pro bono as counsel for  
14 Ms. Lamey are, Ms. Zorikova can surely afford court costs. (*Ibid.*)

15 Zorikova and the other Cross-Defendants are running an illegal and unpermitted “protection  
16 dog” breeding and kenneling operation in the outskirts of Barstow, California, on vacant land for which  
17 the individual Cross-Defendants have recorded a deed claiming to include multiple adjoining parcels  
18 that were never part of the original deed. (Pease Decl., ¶¶ 19-20.) Zorikova claims on her website to sell  
19 the “protection dogs” for up to \$55,000 each. (*Id.*, ¶ 15.)

20 Attorney Levine wrote multiple demand letters and investigated Plaintiffs’ claims, before  
21 apparently ultimately deciding not to sign his name to the multiple frivolous lawsuits Plaintiff has since  
22 filed in California and Nevada as a pro per with the assistance of Attorney Levine. (Pease Decl., ¶ 10;  
23 Declaration of Tina Lamey (“Lamey Decl.”), Ex. 1.)

24 Defendant and Cross-Complainant Tina Lamey is a resident of San Bernardino who works with  
25 German Shepherds, including training them under her tradename, War Cry German Shepherds. As a  
26 competitor who has lost money or property as a result of Cross-Defendants’ unlawful business practices,  
27 Lamey has standing to seek an injunction against these unlawful practices. (Bus. & Prof. Code § 17203.)  
28

1 **II. ARGUMENT**

2 **A. Standard for issuing a temporary restraining order**

3 As the Court of Appeal has explained:

4 TROs may be issued *ex parte* and with little notice. Unlike a preliminary injunction, a  
5 TRO does not require a full evidentiary hearing giving each party the opportunity to  
6 present arguments and evidence. A TRO does not require a plaintiff to post a bond  
7 pending final resolution of the case. A TRO need not be dissolved but terminates  
8 automatically when a preliminary injunction is granted or denied. And, issuance of a  
9 TRO does not necessarily involve evaluation of the merits of the underlying dispute.

8 (*Hardie v. Nationstar Mortgage LLC* (2019) 32 Cal. App. 5th 714, 724.)

9 **B. The Unfair Competition Law provides a right to relief**

10 The Unfair Competition Law (“UCL”), Business & Professions Code (“BPC”) §§ 17200 *et seq.*,  
11 prohibits businesses from engaging in unlawful, fraudulent, or unfair business practices. The UCL  
12 applies to any “person,” including natural persons, corporations, firms, partnerships, joint stock  
13 companies, associations and other organizations of persons. (BPC § 17201.) “Any person who engages,  
14 has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent  
15 jurisdiction. **The court may make such orders or judgments, including the appointment of a**  
16 **receiver, as may be necessary** to prevent the use or employment by any person of any practice which  
17 constitutes unfair competition, as defined in this chapter.” (BPC § 17203, emphasis added.)

18 Courts have broadly interpreted the term “business practice,” generally finding the UCL to apply  
19 to virtually any conduct with any pecuniary element. (*See, e.g., People v. McKale* (1979) 25 Cal.3d 626,  
20 632 (“California courts have consistently interpreted such language broadly. An ‘unlawful business  
21 activity’ includes “‘anything that can properly be called a business practice and that at the same time is  
22 forbidden by law.’” [Citation.] The Legislature ‘intended ... to permit tribunals to enjoin on-going  
23 wrongful business conduct in whatever context such activity might occur.’ [Citation.]”).)

24 Under the UCL, a “business practice” is unlawful if it violates *any* federal, state or local law.  
25 *AICCO, Inc. v. Ins. Co. of N. Am.* (2001) 90 Cal. App. 4th 579, 587 (“When determining whether a  
26 practice is ‘unlawful,’ section 17200 ‘borrows’ violations of other laws, and makes them independently  
27 actionable under the UCL. Virtually any law – federal, state or local – can serve as a predicate for a  
28 section 17200 claim.”)

1 California's Unfair Competition Law ("UCL") prohibits "any unlawful, unfair or fraudulent  
2 business act or practice" and any "unfair, deceptive, untrue, or misleading advertising . . . ." Cal.  
3 Bus. & Prof. Code § 17200. Its coverage is "sweeping, embracing anything that can properly be  
4 called a business practice and that at the same time is forbidden by law." [Citation]. By  
5 prohibiting unlawful practices, the UCL "borrows violations of other laws and treats them as  
6 unlawful practices that the unfair competition law makes independently actionable." [Citation].  
7 (*PetConnect Rescue, Inc. v. Salinas* (S.D. Cal.) 2020 U.S. Dist. LEXIS 95540, \*14-15.)

8 A plaintiff has standing under the UCL if it "suffered both 'injury in fact' and 'a loss of money  
9 or property caused by unfair competition.' " (*Peterson v. Cellco P'ship* (2008) 164 Cal.App.4th 1583,  
10 1590.) Injury in fact is easily shown and is "not a substantial or insurmountable hurdle;" it suffices "to  
11 "allege[ ] some specific, 'identifiable trifle' of injury." ' " (*Kwikset Corp. v. Superior Court* (2011) 51  
12 Cal.4th 310, 324.) As to the second requirement, loss of money or property, this can be shown in many  
13 ways:

14 There are innumerable ways in which economic injury from unfair competition may be  
15 shown. A plaintiff may (1) surrender in a transaction more, or acquire in a transaction less,  
16 than he or she otherwise would have; (2) have a present or future property interest diminished;  
17 (3) be deprived of money or property to which he or she has a cognizable claim; or (4) be  
18 required to enter into a transaction, costing money or property, that would otherwise have  
19 been unnecessary.

20 (*Kwikset, supra*, at 323.)

21 To assert a cause of action under the UCL, It is *not* necessary that a plaintiff lose money or  
22 property in a transaction *with* the defendant; rather, it is sufficient that defendant's unlawful conduct  
23 cause plaintiff to lose money or property in a transaction with a third party. (*Kwikset, supra*, at 337  
24 ("[W]e hold ineligibility for restitution is not a basis for denying standing under section 17204 and  
25 disapprove those cases that have concluded otherwise."))

26 For example, an animal activist incurring expenses to buy video equipment from a third party in  
27 order to record the defendant's mistreatment of animals has been held sufficient to assert standing under  
28 the UCL. (*Campbell v. Feld Entm't, Inc.* (N.D. Cal. 2014) 75 F.Supp.3d 1193, 1218 ("To establish  
standing under the UCL, Campbell has alleged that Defendants' conduct in general forced her to 'incur  
substantial additional expense in order to purchase memory cards.' "))

Section 17204 provides an action may be prosecuted by "a board, officer, person, corporation, or  
association, or by a person who has suffered injury in fact and has lost money or property as a result of  
the unfair competition."

1           **B.       Zorikova’s unfair competition has caused injury to Lamey**

2           Cross-Complainant is a trainer of German Shepherds, with the tradename “War Cry German  
3 Shepherds.” Cross-Complainant has been training and showing German Shepherds as a hobby since  
4 1986. (Declaration of Tina Lamey (“Lamey Decl.”), ¶ 2.)

5           A few weeks after Cross-Defendant Zorikova’s arrest on animal cruelty charges in August 2020,  
6 Zorikova contacted Lamey pretending to be a movie producer needing German Shepherds for an  
7 upcoming film, claiming to inquire about possibly providing such dogs, as advertised on Lamey’s  
8 website. (Lamey Decl., ¶ 3.) Lamey has previously supplied German Shepherds for use in  
9 advertisements and television shows, such as last year providing dogs to appear in an episode of NCIS.  
10 So, Lamey did not suspect Zorikova’s calls regarding this to be fraudulent, and she sent Zorikova photos  
11 of dogs, her vehicles, and her driver’s license as Zorikova requested. (*Id.*, ¶ 4.)

12           On September 7, 2020, 2020, Attorney John Levine sent Lamey a letter on behalf of Zorikova  
13 stating:

14                   This office is counsel to Alla Zorikova, the rightful owner of twenty-four (24)  
15                   German Shepherd dogs that you either stole some or all of from her facility in Hinkley,  
16                   CA (near Barstow, CA) (“the property”) on or about August 8-11, 2020 and/or that you  
                    or your organization came into possession of.

17                   We received an email from Lt. Hamrick of the San Bernardino Public Health  
18                   Department that places your vehicle at the property at that time.

19                   Further, Ms. Zorikova has informed us that you acknowledged that you have or  
20                   had possession of “Kovik” and that you were willing to return that dog to Ms. Zorikova.

21                   We write to demand that you return any and all dogs you obtained from the  
22                   property immediately and that you not harm, sell or give away any of these dogs.

23                   If you have sold, placed or given away any of these dogs to others, please either  
24                   recover them or provide us with the names of those persons and/or organizations.

25                   If you do not return the dogs or arrange that she can pick them up from your  
26                   facility, and provide the demanded information, then Ms. Zorikova will pursue her legal  
27                   rights against you and your organization. This will include a civil lawsuit for money  
28                   damages, punitive damages, injunctive relief and statutory attorney fees. The estimated  
                    value of the 24 dogs is over \$800,000.

                    Please contact the undersigned to return these dogs immediately and limit your  
                    civil liability.



1 (Id., ¶ 5.)

2 Zorikova’s claim that Lamey “acknowledged” ever having had possession of any dogs allegedly  
3 belonging to Zorikova is false and based solely on Zorikova having emailed Lamey about a dog on  
4 Lamey’s website that Zorikova thought *looked like* one of the dogs allegedly belonging to Zorikova, and  
5 Lamey responding to Zorikova that this was *not* a dog that ever could have come from Zorikova. (Id., ¶  
6 7.) Lamey responded to the letter by inviting Zorikova to come to Lamey’s property to look around and  
7 see that all of the dogs Lamey has are microchipped and did not come from Zorikova. (Id., ¶ 8.)

8 Zorikova did come to visit Lamey’s property last month and looked all around the property and  
9 at all of the dogs Lamey had, determining that none of the dogs could have ever belonged to Zorikova.  
10 (Id., ¶ 9.) Zorikova then stated that she had a photo of Lamey’s van on Zorikova’s land at the time the  
11 dogs went missing from the land. Lamey responded that this was impossible, so Zorikova took out her  
12 phone and began scrolling through photos. Lamey then saw the photo that Lamey had sent to the “film  
13 production company,” and told Zorikova that she must be the one who called me pretending to be a film  
14 production company to get that photo. Zorikova then abruptly ended the conversation and left in a hurry.  
15 (*Ibid.*)

16 Zorikova’s unlawful business practices caused Lamey to spend time and money responding to  
17 the fake “film production company” inquiries, as well as money responding to Zorikova’s frivolous  
18 lawsuit. While Lamey obtained a fee waiver, she was still forced to incur costs downloading the  
19 complaint since Zorikova only served her with the summons, and not the complaint. Lamey also had to  
20 hire a messenger service through her pro bono attorneys to file papers in this action. (Id., ¶ 10.)

21 **C. Lamey and the public will suffer irreparable harm in the absence of an injunction**

22 Tina Lamey will suffer grave and irreparable injury for which monetary damages will be  
23 inadequate and extremely difficult to quantify unless injunctive relief is issued in this case enjoining  
24 Zorikova from harboring dogs on vacant land in violation of county ordinances and state laws regarding  
25 animal cruelty, neglect, and mistreatment, as part of Zorikova’s business, Von Markgraf German  
26 Shepherds, Inc. (Id., ¶ 11.)

27 Lamey will suffer emotional injury knowing that Zorikova is continuing to do this while falsely  
28 claiming that Lamey’s dogs are Zorikova’s and should be returned to these same cruel conditions. (*Ibid.*)

1 Lamey will also suffer reputational damage to my dog training business, because Zorikova is continuing  
2 to defame her by falsely claiming that she “stole” dogs from a competitor, when in fact Zorikova is not  
3 running a legitimate business but is instead unlawfully harboring dozens of German Shepherds on  
4 vacant, unimproved land, without adequate shelter and care. (*Ibid.*)

5 Injunctive relief would also prevent a multiplicity of suits. Zorikova has so far filed at least three  
6 lawsuits in three different counties in two states against Lamey and/or her attorneys demanding the  
7 “return” of dogs she claims belong to her but which do not, for Zorikova to continue to harbor in  
8 unlawful and cruel conditions on vacant, unimproved land without permits to sell for tens of thousands  
9 of dollars each as “protection dogs” after she abuses and neglects them. Declaratory and injunctive relief  
10 that Zorikova cannot continue keeping dogs in these cruel and unlawful conditions would prevent a  
11 multiplicity of suits seeking “return” of dogs to her. (*Id.*, ¶ 12.)

12 Additionally, Cross-Complainant is seeking only declaratory and injunctive relief and not  
13 monetary damages. Irreparable harm is by definition harm that cannot be remedied by monetary  
14 damages, such as the harm Cross-Defendant seeks to prevent in this case in the public interest. The UCL  
15 also specifically provides the right to an injunction. (Bus. & Prof. Code § 17203.)

16 “Where an injunction is authorized by statute it is unnecessary for plaintiff to plead and prove the  
17 existence of the usual equitable grounds, irreparable injury and absence of an adequate remedy at law. It  
18 is enough if the requirements of the statute are satisfied.” (*In re Marriage of Van Hook* (1983) 147 Cal.  
19 App. 3d 970, 984, internal quotations omitted.)

20 Additionally, in the case of a statute enacted “for the benefit of animals,” the Court of Appeal  
21 has held, “In essence, the affected animals in this case are the real parties in interest. In these unique  
22 circumstances, we should focus on the potential harm to the beneficiaries of the statute.” (*Farm*  
23 *Sanctuary, Inc. v. Department of Food & Agriculture* (1998) 63 Cal. App. 4th 495, 503.)

#### 24 **D. Zorikova is engaged in unfair business practices**

25 Cross-Defendant Alla Zorikova states on her website, “our PERSONAL PROTECTION DOGS  
26 are MORE than JUST GUARD DOGS or JUST IPO TRAINED DOGS, our PROTECTION DOGS will  
27 BITE and BITE HARD!! to defend you and your valuables. All our protection dogs had intensive  
28 training in real life situations such as kidnapping, carjacking, property defense etc.” (Declaration of

1 Bryan Pease (“Pease Decl.”), ¶ 14.)

2 Cross-Defendant states on her website, “All our german shepherd dogs reside at our kennel and  
3 are available for immediate pick-up or delivery.” (Pease Decl., ¶ 15.) This is a false and misleading  
4 claim, as Cross-Defendant does not have a kennel or a kennel license, but instead keeps dozens of  
5 German Shepherds in squalid conditions on unimproved, vacant land outside of Barstow. (*Ibid.*)

6 The same website states, “With more than 3 years in the industry, we are proud of our  
7 reputation.” (Pease Decl., ¶ 16.) The “3 years in the industry” statement is consistent with the Facebook  
8 page linked to on Cross-Defendant’s website, <https://facebook.com/vonmarkgrafhofgermanshepherds>, at  
9 which Cross-Defendant goes by the pseudonym “Wanda Markgraf.” This Facebook page was first  
10 created in April 2017. (*Ibid.*)

11 San Bernardino County Sheriff’s deputies arrested Cross-Defendants Zorikova and Olivia Jeong  
12 on or about August 8, 2020 on felony animal cruelty and neglect charges. (Pease Decl., ¶ 17; Verified  
13 Complaint ¶ 15 .) Following the arrest and jailing of Zorikova and Jeong, SBCACC removed a number  
14 German Shepherds from the land in the vicinity of land owned by Cross-Defendants. (*Ibid.*) SBCACC  
15 apparently left other dogs behind, apparently planning to pick them up later. According to Zorikova,  
16 rescue groups then removed the rest of the dogs then present at the request of San Bernardino County  
17 Sheriff’s deputies. (Pease Decl., ¶ 18.) Following the release of Cross-Defendants Zorikova and Jeong  
18 from jail three days later, SBCACC inexplicably gave back the dogs SBCACC had seized, despite  
19 Cross-Defendants not having adequate facilities to shelter and care for the animals. (*Id.*, ¶ 18.)

20 A Public Records Act request to the County of San Bernardino has revealed multiple violations  
21 being actively engaged in by Cross-Defendants. (Pease Decl., ¶ 3.) The report states, “On 8/8/2020  
22 SBCSD [Sheriff’s Department] found approx. 50 German Shepherds on the property, unclear how many  
23 dogs remain as of today. There also [sic] a lot of discarded meat that is picks [sic] up daily from the  
24 Barstow butcher and uses [sic] to feed the dogs.” (Pease Decl., Ex. 1.) An entry from August 31, 2020  
25 states, “Kennel operating on vacant parcel, POs [property owners] living in tents and make shift storage  
26 units built on the parcel.” The September 8, 2020 entry states Zorikova “called and would like a call  
27 back to know how to go about getting a kennel permit.” The September 9, 2020 entry states that  
28 Zorikova called back “to schedule the initial inspection on the property. She also stated that the meat on

1 the property is used for composting.”

2 The October 2, 2020 entry states the field investigation was conducted at the front fence, because  
3 “Zorikova did not consent to the investigation and all pictures were taken from the public right of way.”  
4 The code enforcement officer “observed approximately 13 dogs present on the property in individual  
5 makeshift cages with tarp being used to shade dogs.” The record indicates a notice of violation was  
6 “prepared on 10/07/2020 with a mail date of 10/13/2020.” A copy of the Notice of Violation is included,  
7 which states: “Operating a kennel on property listed as vacant with no established Primary Use is not  
8 allowed. Remove 2 sheds, personal items, vehicles, dogs and makeshift animal enclosures.” (*Ibid.*)

9 In paragraph 13 of the Verified Complaint, Plaintiff and Cross-Defendant Zorikova admits she is  
10 the owner of the business website <http://vonmarkgrafgermanshepherds.us>. In paragraph 15, Zorikova states  
11 she was “falsely arrested and released on August 11 of 2020.” In paragraph 16, Plaintiff admits that there  
12 had been at least 50 dogs and puppies left on the vacant land when Plaintiff was arrested. In paragraph 17,  
13 she admits that she “retrieved 25 missing Dogs [sic] from Devore Animal Shelter on August 12 of 2020.”

14 Zorikova falsely claims in paragraph 23 of her verified complaint, “animal control of San  
15 Bernardino [sic] County Officer Hamrick sent to Plaintiff’s attorney pictures that captured Defendant Pease  
16 loading the Dogs [sic] on Plaintiff’s Property.” No such picture has ever been produced, nor could there be  
17 any photograph depicting Defendant’s counsel, as Defendant’s counsel was not even aware of the existence  
18 of Plaintiff or these dogs as of the date in question, nor has Defendant’s counsel ever been to the land in  
19 question. (Pease Decl., ¶¶ 12-13.)

20 Plaintiff admits in paragraph 34 of her complaint that Sheriff’s deputies were “on the Property while  
21 Plaintiff’s dogs have been loaded into thieves [sic] cars.” Plaintiff argues that the Sheriff’s Department  
22 could not have authorized the removal of dogs from the property because “only Animal Control of San  
23 Bernardino County is allowed legally to take the animals.” (Compl., ¶ 35.) Plaintiff further admits in  
24 another lawsuit filing in Nevada that “Deputy Parsons from Barstow Station Sheriff called to Vegas Pet  
25 Rescue Project on about August 9th of 2020 with request to come to Plaintiff’s Private Property and to take  
26 the Dogs.” (Pease Decl., ¶ 9.) Thus, according to Plaintiff, any dogs removed from the vacant land Plaintiff  
27 claims to own were removed pursuant to instructions from San Bernardino Sheriff’s deputies.

1           There is no evidence the Plaintiff has a kennel permit, special use permit, or conditional use permit  
2 for keeping so many dogs on a parcel of land, as is required in San Bernardino County. (Pease Decl., ¶ 13.)  
3 San Bernardino County Code § 32.0301 defines a kennel as a place where more than 5 dogs are kept; and §  
4 32.0302 requires a permit. Section 32.0304(a) provides, “Adequate housing shall be provided for the  
5 protection of dogs from the elements.” Section 32.0306 requires kennels to be disinfected and cleaned; and  
6 requires animals have access to “clean food and water” among other things.

7           San Bernardino County Code § 32.0113 provides:

8           Every person within the County of San Bernardino who owns, conducts, manages, or operates any  
9 animal establishment for which a license is required by this Chapter, shall comply with each of the  
10 following conditions:

11           (a) Housing facilities for animals shall be structurally sound and shall be maintained in good  
12 repair to protect animals from injury and restrict entrance of other animals.

13           (b) All animals and all animal buildings or enclosures shall be maintained in a clean and sanitary  
14 condition.

15           (c) All animals shall be supplied with sufficient good wholesome food and water as often as the  
16 feeding habits of the respective animals require.

17           (d) Animal buildings and enclosures shall be so constructed and maintained as to prevent the  
18 escape of animals.

19           (e) All reasonable precautions shall be taken to protect the public from the animals and animals  
20 from the public.

21           (f) Every building or enclosure wherein animals are maintained shall be properly ventilated to  
22 prevent drafts and to remove odors. Heating and cooling shall be provided as required according to  
23 the physical needs of the animals.

24           (g) All animal rooms, cages, and runs shall be of sufficient size to provide adequate space for  
25 clean water and proper housing for animals kept therein.

26           (h) All animal runs shall be approved construction and shall be provided with adequate waste  
27 and manure disposal and for drainage into an approved sewer or individual sewer disposal  
28 installation.

          California Health and Safety Code § 122335 makes it illegal to tether a dog for longer than 3 hours  
in a 24-hour period. Further, California Penal Code § 597(t) states that “every person who keeps an animal  
confined in an enclosed area shall provide it with an adequate exercise area. If the animal is restricted by a  
leash, rope, or chain, the leash, rope or chain shall be affixed in such a manner that it will prevent the animal  
from becoming entangled or injured and permit the animal’s access to adequate shelter, food and water.”

          Penal Code § 597(s) makes it illegal to willfully abandon an animal. Penal Code § 597.1 (a) (1)  
states in part: “Every owner, driver, or keeper of any animal who permits the animal to be in any building,

1 enclosure, lane, street, square, or lot of any city, county, city and county, or judicial district without proper  
2 care and attention is guilty of a misdemeanor.”

3 The Declaration of Debra Voulgaris, DVM also explains how the condition of the dogs being kept  
4 by Zorikova constitute illegal animal cruelty and neglect, based on evidence in the PRA Response.

5 **E. A receiver should also be appointed**

6 Trial courts have broad discretion in the appointment of the receiver to take over the operation of a  
7 business. (*Barber v. Lewis & Kaufman, Inc.* (1954) 125 Cal. App. 2d 95, 99.) Although the Court could  
8 simply enjoin Zorikova from continuing to harbor dogs in violation of applicable animal cruelty laws and  
9 without proper permits, a receiver would be able to ensure compliance. Multiple rescues stand ready and  
10 able to care for the dogs if given the opportunity, and appointment of a receiver would ensure that the  
11 animals do not continue to suffer neglect and abuse at the hands of Zorikova.

12 A receiver is an officer of the court subject to its continuing control, and has only those powers  
13 granted by statute, by the order of appointment, and by subsequent court orders. (See CCP § 568; *City of*  
14 *Santa Monica v. Gonzalez* (2008) 43 Cal. 4th 905, 930; *Cal-American Income Property Fund VII v. Brown*  
15 *Development Corp.* (1982) 138 Cal. App. 3d 268, 273; *Robbins v. Bueno* (1968) 262 Cal. App. 2d 79, 84.)  
16 After appointment a receiver may petition for additional authority or instructions as the need arises. (See  
17 *Steinberg v. Goldstein* (1956) 145 Cal. App. 2d 692, 696, 699–700; *In re Executive Life Ins. Co.* (1995) 32  
18 Cal. App. 4th 344, 399–400.)

19 Here, a receiver is specifically authorized by Bus. & Prof. Code § 17203 and would ensure  
20 compliance with the various animal cruelty laws that Cross-Defendant is willfully violating and will  
21 continue to violate without direct supervision of the Court.

22 In a September 12, 2020 demand letter Attorney Levine sent on behalf of Zorikova, he claims  
23 that the “San Bernardino Department of Public Health Animal Control officers recently inspected  
24 [Zorikova’s] property on multiple occasions and did not find any abuse or neglect and never alleged  
25 same.” (Pease Decl., ¶ 11.) This is especially concerning given Zorikova and Jeong’s arrest on August 8,  
26 2020 on felony animal cruelty charges by the San Bernardino Sheriff’s Department, and the PRA  
27 Response showing that county code compliance officials have found multiple violations at the property  
28 where dogs are unlawfully kept in cruel, unsafe, unsanitary, and unpermitted conditions.

1 The Declaration of Casey Gish filed and served herewith also outlines very concerning actions  
2 and statements made by San Bernardino County Animal Control with respect to this matter. Thus, if the  
3 Court appoints San Bernardino Animal Care and Control as a receiver in this case, the Court should  
4 closely monitor the agency's actions to ensure compliance with animal cruelty laws.

5 **III. CONCLUSION**

6 Defendant Tina Lamey and the general public will be irreparably harmed, with monetary damages  
7 extremely difficult to quantify, and great waste will occur, if Plaintiff is allowed to continue illegally  
8 harboring and neglecting dozens of German Shepherds on vacant land while continuing to accuse  
9 Defendant of having improperly or unlawfully removed dogs from such land, which is also causing great  
10 and irreparable harm to Defendant's tradename as a German Shepherd trainer. Accordingly, a temporary  
11 restraining order should issue enjoining Plaintiff from continuing to engage in these unlawful acts until this  
12 matter can be heard on notice.

13  
14 Dated: October 13, 2020

By:



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Bryan W. Pease, Esq.

Attorney for Cross-Complainant Tina Lamey